



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bay St Properties Ltd & NS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP, RR, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord make repairs; for a rent reduction; and a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and two agents for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order requiring the landlord to make repairs; to allow the tenant to reduce rent for these repairs; to a monetary order for compensation for damage or loss and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 66, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree that while the tenant had lived in other rental units on the residential property this tenancy began on December 1, 2012 as a 1 year fixed term tenancy with a monthly rent of \$780.00 due on the 1st of each month with a security deposit of \$390.00 paid.

The tenant submits that within two weeks of moving in to the rental unit he complained verbally to the landlord that the back door of the building and the heater in his unit were so noisy that he was being awoken from his sleep very abruptly. The tenant notes that he had just undergone major surgery in November 2012 and required rest as part of his recuperation.

The tenant submits that the landlord basically dismissed him and nothing was done about the problem. The tenant also states that he again asked the landlord to make the repairs he had been asking about. He notes that the noise was so bad that he had to go stay at his mother's home to ensure he could have some undisturbed rest.

The landlord testified that he does not recall any verbal requests from the tenant regarding these requested repairs and states that if anyone asks him to make a repair he advises them that they must submit a request in writing. The landlord submits that he has provided service request forms that are available in the laundry room.

The tenant testified that he wrote the landlord a letter, dated February 13, 2013, requesting the specific repairs and he had completed a service request form dated February 15, 2013 (both were provided into evidence by the landlord). The tenant submits he gave both documents to the landlord at the same time.

The parties acknowledge that the repairs requested were completed. The landlord submits that the repair request included repairs to the door that were completed on February 19, 2013; the heater completed on February 21, 2013 and the toilet completed on February 21, 2013.

Analysis

Section 32 of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard for the age, character and location of the rental unit make it suitable for occupation by a tenant.

From the testimony of both parties I find the landlord has completed the repairs requested by the tenant in his written requests dated February 13 and February 15, 2013.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

As the landlord disputes the tenant's claims that he verbally requested any repairs and if he had verbally requested repairs the landlord states that he would have advised the tenant to put his request in writing, and as the burden lies with the tenant to provide sufficient evidence to establish his claim, I find it is necessary for the tenant to provide evidence or testimony that would corroborate his claim that he had verbally requested these repairs.

As the tenant has provided no other evidence to corroborate his claim of his verbal requests I find the tenant has failed to establish that he had made the landlord aware of

any repairs required. As such, I find from the evidence provided the earliest the landlord was informed of the tenant's repair request was February 13, 2013 and that since the repairs were completed by February 21, 2013 the landlord has fulfilled their obligations in a timely manner and not violated the *Act*, regulation or tenancy agreement.

For these reasons, I find the tenant has failed to establish he has suffered a loss and as the repairs are completed I find there is no need to order the landlord to complete any repairs or to order that the tenant is allowed to reduce the rent for the repairs.

Conclusion

For the reasons noted above, I dismiss the tenant's Application, in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 14, 2013

Residential Tenancy Branch

